

# Attachment

## Q

## Bob Faulkner

**From:** David Martinez  
**Sent:** Friday, April 19, 2002 10:35 AM  
**To:** Bob Faulkner; Rune Johnson  
**Cc:** Sonia Schaad; Matthew Manigold  
**Subject:** FW: tideland 57-23953 Marsha ext. 5556

I read ya Matt, believe me I read ya loud and clear...Gentlemen?

-----Original Message-----

**From:** Matthew Manigold  
**Sent:** Friday, April 19, 2002 10:24 AM  
**To:** David Martinez  
**Subject:** RE: tideland 57-23953 Marsha ext. 5556

**5556/04-18-02/01:41:41/776/800-637-1079**

This entire call is an argument between Marsha and the GK. Marsha keeps stating that we received a disconnect order, but no lines have been switched. The GK does not understand why, if no lines have been switched, we need a new LOA. This call is unbelievable, and Marsha's attitude in this call is atrocious. It is becoming increasingly difficult for me to sit here and listen to our employees treat customers this way. We are blatantly lying to these people. LEC's are already warning people not to send us LOA's. They are catching on to the CAC's. This is ridiculous.

### **SPECIAL OPS**

-----Original Message-----

**From:** Bob Faulkner  
**Sent:** Friday, April 19, 2002 5:56 AM  
**To:** David Martinez  
**Cc:** Rune Johnson  
**Subject:** tideland 57-23953 Marsha ext. 5556

Dave, she is out of control! Officially. This is crazy. The madness begins 4/18/02 11:2:7 12:13:43 12:44:38 the real 'exciting' call is 1:41:41 she literally argues 'literally' argues with a lady that has already told her in SEVERAL different ways, she needs the CEO to approve the Loa. This in my opinion goes WAY beyond our trying to winback a customer. This is crazy. You decide.... Has commission become such an issue that we get this desperate? I don't get it does no one( certain people) care about this kind of abuse? I'll stop now. PLEASE listen and follow.... additionally this lady is smarter than Marsha knows She says Sprint claims they never sent a disconnect order. Marsha, even argues that.. Incredible! One of her favorite phrases is, " Our company is billing you at a liability". Talk about a liability, this call is... I said I'd stop. Sorry... If she ultimately gets this Loa, I'm positive this customer leaves, and we'll eat all or a good portion of this...

Bob Faulkner

Director / Accounts Receivable & Collections x8993

## Bob Faulkner

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**From:** David Martinez  
**Sent:** Thursday, April 18, 2002 9:32 AM  
**To:** Regla Megret; Daniel Holloway  
**Cc:** Matthew Manigold; Sonia Schaad; Rune Johnson; Bob Faulkner; Raymond Perea  
**Subject:** Re acct Queensland Cotton 7-065524

This is a deal that is marked saved by Marsha Gibbs on 4-17-02. Here's the breakdown.



Shortcut to Gibbs.Ink

Marsha starts this call out perfectly. She tells the DM that "there are some lines still billing with us." This is correct per one plus. The DM is not sure if they are switching the service or not. Marsha pushes the LOA. The DM initially sounds perceptive and cooperative. At 6:14 the DM mentions he wants to get the company attorney involved. At 6:52 Marsha tells the DM that she is *"calling you from our cancel operations department, I'm the directing manager here..."* and goes on to say that *"My function here is mainly to make sure that accounts are canceled..."*

At 7:13 Marsha tells the DM that *"Every line that you have us billing with us... last call date is just within the hour..."* This is not accurate per OnePlus. This call was made on 4-17-02 and no calls, from any of the numbers are reflecting a call made on that day.

Later in the call the DM puts on, who I assume to be the attorney, DM William. She begins to explain the entire winback process to the new DM. At 17:02 she tells the new DM that she works *"in the Quality Assurance department."* She attempts to get CAC approval but the DM wants to get the conference call.

### Questions:

1. Is our company liable with Marsha telling the DM that we still show lines trafficking within the last hour? This is not accurate per one plus.
2. Are WB reps allowed to identify themselves with the *Cancel Operations Department*? Their main function is to cancel accounts?!?
3. In the event the customer refuses the CAC and wants to be involved with the conference call, what happens if we later find out there is no need for the conference call and we push the deal?
4. In this case, it is assumed that the company's Attorney gets on line with Marsha. What procedures, if any, are in place should an attorney get on the line with our WB reps?

Please advise...

DM

Thanks,  
DM

**Bob Faulkner**

---

**To:** David Martinez  
**Cc:** Assoc. BIG BOSS MAN  
**Subject:** tideland 57-23953 Marsha ext. 5556

Dave, she is out of control! Officially. This is crazy. The madness begins 4/18/02 11:2:7 12:13:43 12:44:38. the real 'exciting' call is 1:41:41 she literally argues 'literally' argues with a lady that has already told her in SEVERAL different ways, she needs the CEO to approve the loa. This in my opinion goes WAY beyond our trying to winback a customer. This is crazy. You decide.... Has commission become such an issue that we get this desperate? I don't get it does no one( certain people) care about this kind of abuse? I'll stop now. PLEASE listen and follow.... additionally this lady is smarter than Marsha knows She says Sprint claims they never sent a disconnect order. Marsha, even argues that.. Incredible! One of her favorite phrases is, " Our company is billing you at a liability". Talk about a liability, this call is... I said I'd stop. Sorry... If she ultimately gets this loa, I'm positive this customer leaves, and we'll eat all or a good portion of this...

Bob Faulkner  
Director / Accounts Receivable & Collections x8993

## Bob Faulkner

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**From:** Rune Johnson  
**Sent:** Friday, March 22, 2002 4:13 PM  
**To:** Tammy Thomas; Bob Faulkner; Jeff Duncan  
**Subject:** FW: 7000621172

Unless this rep or other down there are magicians, I would rather call it a common sales "lie"

-----Original Message-----

**From:** David Martinez  
**Sent:** Friday, March 22, 2002 4:04 PM  
**To:** Rune Johnson  
**Subject:** RE: 7000621172

We're able to give 6.9cpcu and the effective rate is acceptable only if it is clearly explained how we get the effective rate. It's possible that in this case the rep gave the intrastate rate and closed the deal with no mention of the Interstate rate. This is a common Sales "trick". Also, Cents per call unit needs to be stated after each rate quote.

-----Original Message-----

**From:** Rune Johnson  
**Sent:** Friday, March 22, 2002 3:52 PM  
**To:** David Martinez  
**Subject:** RE: 7000621172

Are they authorized to give rates as stated below.

-----Original Message-----

**From:** David Martinez  
**Sent:** Friday, March 22, 2002 3:27 PM  
**To:** Rune Johnson  
**Cc:** Matthew Manigold; Sonia Schaad  
**Subject:** FW: 7000621172

Rune,  
FYI below...

Subject: RE: 7000621172

**5689/01-14-02/07:57:49/678/814-834-0010**

@ 00:00:40 NA (Al Garcia) quotes a rate of 6.9. He does not state cpcu. He then states that the effective rate with every 4th invoice will be 5.1 cents, but when he was attempting to say "per call unit", the DM was speaking and did not hear it. It is not clarified if the rate is interstate or intrastate.

This is the only time that the rate is quoted.

### SPECIAL OPS

-----Original Message-----

**From:** Rune Johnson  
**Sent:** Friday, March 22, 2002 10:43 AM  
**To:** David Martinez  
**Subject:** FW: 7000621172  
**Importance:** High

Dave, can you please look into these accusations?

Thanks,  
Rune

-----Original Message-----

## Bob Faulkner

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**From:** Tammy Thomas  
**Sent:** Monday, March 25, 2002 6:56 AM  
**To:** Bob Faulkner  
**Subject:** RE: 7000621172

**Importance:** High

this wasn't a winback this was just a sales call....however i do have two other accounts to add to our list 7-595267 \$2898.61 and 7-594910 \$1715.58 please listen to my last call this morning and you will see why my ext.8867 logger 10

Thank You,  
Tammy Thomas  
A/R Branch Manager ext. 8867  
"To Belittle is to be little..."

-----Original Message-----

**From:** Bob Faulkner  
**Sent:** Monday, March 25, 2002 6:54 AM  
**To:** Rune Johnson; Tammy Thomas; Jeff Duncan  
**Subject:** RE: 7000621172

This was added to our 'list' correct?

-----Original Message-----

**From:** Rune Johnson  
**Sent:** Friday, March 22, 2002 4:13 PM  
**To:** Tammy Thomas; Bob Faulkner; Jeff Duncan  
**Subject:** FW: 7000621172

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-----Original Message-----

**From:** David Martinez  
**Sent:** Friday, March 22, 2002 4:04 PM  
**To:** Rune Johnson  
**Subject:** RE: 7000621172

We're able to give 6.9cpcu and the effective rate is acceptable only if it is clearly explained how we get the effective rate. It's possible that in this case the rep gave the Intrastate rate and closed the deal with no mention of the Interstate rate. This is a common Sales "trick". Also, Cents per call unit needs to be stated after each rate quote.

-----Original Message-----

**From:** Rune Johnson  
**Sent:** Friday, March 22, 2002 3:52 PM  
**To:** David Martinez  
**Subject:** RE: 7000621172

Are they authorized to give rates as stated below.

-----Original Message-----

**From:** David Martinez  
**Sent:** Friday, March 22, 2002 3:27 PM  
**To:** Rune Johnson  
**Cc:** Matthew Manigold; Sonia Schaad  
**Subject:** FW: 7000621172

Rune,  
FYI below...

**Subject:** RE: 7000621172

**5689/01-14-02/07:57:49/678/814-834-0010**  
@ 00:00:40 NA (Al Garcia) quotes a rate of 6.9. He does not state cpcu. He then states that the effective rate with every 4th invoice will be 5.1 cents, but when he was attempting to say "per call unit", the DM was speaking and did not hear it. It is not clarified if the rate is interstate or intrastate.

This is the only time that the rate is quoted.

## **SPECIAL OPS**

### **-----Original Message-----**

**From:** Rune Johnson  
**Sent:** Friday, March 22, 2002 10:43 AM  
**To:** David Martinez  
**Subject:** FW: 7000621172  
**Importance:** High

Dave, can you please look into these accusations?

Thanks,  
Rune

### **-----Original Message-----**

**From:** Tammy Thomas  
**Sent:** Friday, March 22, 2002 10:41 AM  
**To:** Rune Johnson  
**Subject:** 7000621172  
**Importance:** High

Rune can you please have the sales call pulled this customer is very, very irate states he was sold on 5cents a minute anywhere, anytime i pulled the file and it shows 11.9 interstate i offered to re-rate the interstate calls only cust. refused 5 cents that's all....please pull the call so i can determine where to go with this....

Thank You.  
Tammy Thomas  
A/R Branch Manager ext. 8867  
"To Belittle is to be little..."

NA stated that there should be a line that says 15.9 cpcu for the calls to the Philippines. DM stated that he saw this line. The LOA was faxed back on this call.



## Bob Faulkner

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**From:** David Martinez  
**Sent:** Wednesday, March 27, 2002 8:19 AM  
**To:** Jeff Duncan; Raymond Marin  
**Cc:** Jackie Wyett; Sonia Schaad; Stu Bivans; Bob Faulkner  
**Subject:** FW:

**Importance:** High

Jeff/Ray ,

Here is the feedback on the a deal you (Jeff) submitted. I'm not entirely familiar with a PRV process but I don't think we would want to bring on a customer that clearly wanted to talk to Sales prior to completing the order. Also, how is it possible that PRV can complete the deal when the PVR requested a new LOA because the LOA that we did have was outdated? The PVR attempted to get a new LOA, however the LOA was never signed per the calls and this new LOA can not be located in the files. Also, how did this deal get provisioned and assigned over to our pic 0555 when the DM didn't want to be on our service until she received a call from the NA? It is clearly stated in one plus notes that the DM never received a call from the sales rep on 2-7-02 yet she was pic to 0555 on 1-22-02...How could this be? See below for the breakdown...Please advise...

DM

-----Original Message-----

**From:** Jackie Wyett  
**Sent:** Tuesday, March 26, 2002 3:56 PM  
**To:** David Martinez  
**Subject:** 818-361-1339

**Company Name:** A Flower Anytime

**DM name:** Betty Robart

**5446/12-14-02/15:18:55/4112/818-361-1339**

The PV call above the customer does authorize for us to take part of her service. The issues come into hand after the deal is submitted to Provisioning.

12-14-01 - The customer is added in tracking

1-8-02 @ 9:14 - Post Sale Review Approved by AREINAGEL

1-8-02 @ 9:14 - Clarification complete.. rist -fpp plan

1-8-02 @ 10:16 - spoke to ms. betty Robart...waiting for new loa to be signed and faxed back to me...billing telephone number 818-361-1339 and all associated lines will not be brought on per ms. betty Robart...

1-8-02 @ 13:21 - called ms. betty Robart and she faxed new loa to me but forgot to sign it... I called betty back and she was gone for the day per Ron...will call tomorrow...so I can process order

1-10-02 @ 15:13 - called ms. betty Robart...left detailed message & c/b info with Hugo... need ms. betty Robart to sign LOA and fax back to me.

1-11-02 @ 15:43 - called ms. betty Robart...I was waiting for betty to fax me the LOA back so we could process the order... there is no freeze on the account but betty wants me to call verizon to verbal pic on Monday afternoon... betty want to speak to NA regarding terms and conditions... betty told me that she was told every 4th invoice was free as well as the first...she want to make sure this is in writing before can process order

1-11-02 @ 15:49 - PVR sent FYI to Sales Rep

1-14-02 @ 16:02 - PVR sent another FYI to sales rep

1-15-002 @ 15:10 - PVR waiting from the sales rep

1-16-02 @ 14:51 - PVR waiting for response from NA before PVR can provision...betty wants to speak about promotions with NA

1-18-02 @ 15:49 - PVR spoke to Betty Robart...sending another FYI... NA has not contacted betty regarding promotions...can not provision until NA contacts her.

1-18-02 @ 17:03 - PVR sent another FYI to sales rep

1-21-02 @ 16:04 - PVR waiting for sales response before provisioning order

1-22-02 @ 14:13 - sending partion order through because loa is outdate... not provisioning toll frees at this time

1-22-02 @ 14:14 - Sending all lines to pic code 0555

2-7-02 @ 15:02 - logout...betty Robart is not happy with the service...betty was upset because NA didn't get back to her

regarding promotions... calling verizon -Ann... changing all lines back to previous LD carrier ATT order # is c6577314... effective tomorrow.

-----Original Message-----

**From:** Jackie Wyatt  
**Sent:** Wednesday, March 27, 2002 8:03 AM  
**To:** David Martinez  
**Subject:** FW:

Hey dave this customer is saying they were slammed and they will sue us if we don't send them back to old carrier. There is no file and no loa and no leg for us to stand on. Can you review the sales call and let me know if they were verified?

7000618465

**THANK YOU**

**JEFF DUNCAN**

**A / R**

**BRANCH MANAGER**

**EXT 8911**

## Bob Faulkner

---

**From:** David Martinez  
**Sent:** Thursday, April 11, 2002 5:23 PM  
**To:** Rune Johnson; Bob Faulkner  
**Cc:** Matthew Manigold; Sonia Schaad  
**Subject:** FW: 7-621186 Admiral Wine-Full Investigation results

Here is the full chronological breakdown for this issue:

**03/22/02-** Shawn Olson (AR Rep) settles with the DM. At this time, he places a topnote in the account that reads:  
3-22-02 AR RIST SETTLEMENT NOT A WINBACK DO NOT RESEND PHONE LINES\*

**03/27/02-** @ 06:54 AM the ANI's appear on the D/Z report. Delphine Gavaldon (WB Rep) calls and "saves" the DM, disregarding the topnote. She used the standard "give us an LOA or we'll cut your lines" script. The "saved" amount is \$1116.22. @ 02:20 PM, Shawn Olson sees the save and places the following note in One-Plus: \*\*DO NOT RESEND LINES\*\*. At this time, Shawn also went to Rune Johnson to have him secure the account for the sole purpose of keeping Winback from tampering with it.

**04/02/02-** @ 01:50 PM, Tamra Mossman (Provisioning) places the following note in One-Plus: toll free resent; loa pulled.  
@ 02:01 PM, Sheree LeGro stated in One-Plus: PUSH--PER VERIZON/BA NO RESTRICTIONS, SENDING ALL LINES FOR INTER AND INTRA TO 0555.

I would like to know why people think we have One-Plus notes. No one apparently reads them.

### SPECIAL OPS

-----Original Message-----

**From:** Bob Faulkner  
**Sent:** Thursday, April 11, 2002 10:56 AM  
**To:** Raymond Marin; Regla Megret  
**Cc:** David Martinez  
**Subject:** 7-621186 Admiral Wine

Hello;

The above account was somehow 'wonback' which was brought to my attention by one of my Rist team members. To cut to the chase, it was clearly noted from 3/20/02 forward (even mention of attorney intervention), there were tcu issues, rate issues and was turned over to my tcu team. They settled the account, and in doing so allow transition time to move to another carrier. Shawn Olsen even noted it was not a winback and was not to be resent. I nice'd the sales call 3/27/02 9:25:45 (973) 371-2211 and Delphine, hears the customer 36 seconds into the call state we had you as a carrier, everything is resolved, everything's taken care of. She should have been able to see notes in the account regarding the tcu issues and settlement from 3/22. She ignores that, and simply follows through as with any other attempted winback. Naturally, any customer when threatened with disruption of service, will choose to 'stay' while being transitioned. He makes this choice in my opinion, based on delphine's "the way our system is set up, it could cause a disruption in your lines" presentation. He also has 'in writing' an agreement to settle with us.

This is not a winback. Now, today, we are going back in to hopefully complete our settlement,

## Bob Faulkner

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**From:** Rune Johnson  
**Sent:** Thursday, April 11, 2002 10:16 AM  
**To:** Regla Megret  
**Cc:** Bob Faulkner  
**Subject:** Please review

Regla, we would really appreciate it if you can review this account and get back with Bob or myself.

Thanks,  
Rune

-----Original Message-----

**From:** Rune Johnson  
**Sent:** Wednesday, April 10, 2002 11:59 AM  
**To:** Regla Megret  
**Subject:** FW: Ophthalmic Group Inc. 7-516343

Regla, since this customer is refusing to pay his balance of \$3820.45, can you please offer some feedback on the outcome of this incident?

Thanks,  
Rune

-----Original Message-----

**From:** David Martinez  
**Sent:** Monday, April 08, 2002 3:31 PM  
**To:** Regla Megret; Daniel Holloway  
**Cc:** Rune Johnson; Sonia Schaad; Matthew Manigold; Marty Mazzara  
**Subject:** FW: Ophthalmic Group Inc. 7-516343  
**Importance:** High

Regla,

Please see below. First, I'm curious as to how this deal was pushed through the PSR process if the President of the company, Brian, is saying that he "is not authorizing anything" on 2-5-02. CQ marked it as NV(negative Verification) !!! In fact, we never recovered PV, or Positive verification after this call from Brian. This is why Brian is now saying not to pay us a dime...this is why Brian is stating that he never authorized this switch. This JT character, who reports to Brian, signed an LOA on 1-28-02. So it would make sense to go with the President's decision vs. the President's employee decision. What's interesting is that Tim continues to pursue JT for the CAC even after JT stated several times that the CAC would need to be approved by President Brian. He also continued to pursue the CAC after the President of the company told Amber not to move on anything until he could get the new carrier to call us. At this point the signed LOA is null until we get Brian or someone higher than Brian to give us PV. This never happened.

After Tim tried several times to get the CAC permission from Brian, he eventually TOLD JT... NOT Brian...that he was going to call the LEC and use "your name" to make sure that no interruption in service would occur. See below for the notes left in one plus shortly after this conversation...

**Conclusion:** Tim knowingly got CAC permission from an unauthorized contact. Again, JT mentioned on several occasions that Brian, his supervisor, need to approve that. Brian himself told Amber not to move forward with anything until the new carrier called us. This action is equivalent to canceling or postponing the authorization of the LOA until further notice, being that he is a higher person in the company than the LOA signer JT. A few questions:

1. How did this slip by passed CQ? Don't we need to have PV after a NV call?
2. Is it possible to charge back Tim as this was not even a solid deal?
3. Is it okay to get CAC permission from someone who clearly says we need to get authorization from someone else?

This company refuses to pay us as they strongly believe they should never have been switched. Based on the calls the customer has a strong claim. Please advise.

DM

## Bob Faulkner

---

**From:** David Martinez  
**Sent:** Thursday, April 18, 2002 9:29 AM  
**To:** Daniel Holloway; Regla Megret; Chris Gagne  
**Cc:** Rune Johnson; Bob Faulkner; Sonia Schaad; Matthew Manigold; Marty Mazzara; Raymond Perea  
**Subject:** *Re acct: National Time System on 4-18-02*  
**Importance:** High



Shortcut to  
Gibbs01.lnk

This is an incoming call to Marsha Gibbs in which the DM is concerned why Marsha had her daughter sign documents and send them back to her without letting the mother look over it first.

At 2:17 into this call Marsha mentions that the LEC gets a 20% bonus for slams?!? Please listen to this part of the call and advise.

Also, at 5:40 into the call Marsha says that we have the daughter, Lisa, as a contact person for the account. How did Marsha determine this? Looking at the one plus notes I see Christine is the person we should be talking to.

After listening to the call above I elected to listen in on the actual "closing call" with the DM's daughter, Lisa. Here's the breakdown:



Shortcut to  
Gibbs02.lnk

Marsha calls and asks for the DM. Right away she is notified that the DM is not in. We find out later that the DM is at the hospital with her husband who is having surgery. Marsha then asks if there is someone else that she could speak to regarding the disconnect status on their account. She goes on to explain that the lines could have been possibly slammed and expresses urgency. Lisa tells Marsha she is "99.99% sure that her mother did not authorize a switch." Marsha then tells Lisa she is sending an LOA to rectify the situation and even instruct her what to put on the LOA. At 6:59 into the call, Marsha again tells Lisa that the local company is not too concerned with slams because they get 20 % ? What is this?!? At 7:52 Marsha tells Lisa that she needs to have resolution on this by the end of the call. Lisa is obviously trying to stall but agrees to faxing over the LOA. **At 9:55 she then attempts and successfully gets approval for the CAC with the DM's daughter!!! OUCH...** While on hold Lisa is expressing her concern to someone else in her office that she is weary of doing this...

Regla, based on our past conversation regarding this, I was clearly under the impression that WB reps were no longer allowed to pursue LOAs and CACs from individuals that don't have authorization to make decisions for the company. Am I correct? If so, Is Call Quality aware of this? They approved this call as "PV and CAC". It's clear to me that Lisa is not authorized to make decisions for the company, but did so considering the "urgency" of the call. Listen to these calls I have provided and I'm sure you would agree. I think we all would have faxed the LOA back in this scenario considering how well Marsha did expressing her *urgency* of the situation.

Please advise...

DM

**Bob Faulkner**

**To:** Raymond Perea  
**Subject:** RE: Re acct Queensland Cotton 7-065524

Ray;

That has got to be the most explicit 'attorney' speech I've ever heard you say. I'm impressed. reading between the lines between you and I, she's a bad egg and is going to bury us if she's not stopped. This is nothing compared to much of what she says on a regular basis! Speaking of legal matters, see a call on 800 336-6176 4/12/02 8:42:55.

Highlights, 2:27 into call customers mentions putting a call into the Arkansas PSC. 2:49 into the call, Marsha suggests he definitely do that. 10:18 into the call he WANTS to be on the conference call. Hmm let's see. Also he owes us \$2200. Cierracom is his local. It's marked SAVED from Southwest Bell. Anyway enough rhetoric. Ray, I'd suggest between you and I, look VERY closely at her. ( she's not the only one though). This type of marketing/sales tactic/WINBACK is nonsense!

Bob Faulkner

Director / Accounts Receivable & Collections x8993

-----Original Message-----

**From:** Raymond Perea  
**Sent:** Thursday, April 18, 2002 10:02 AM  
**To:** David Martinez; Regla Megret; Daniel Holloway  
**Cc:** Matthew Manigold; Sonia Schaad; Rune Johnson; Bob Faulkner  
**Subject:** RE: Re acct Queensland Cotton 7-065524

I am uncertain as to whether or not the questions below are directed towards me. Nonetheless, I would like to point out that having any our sales reps discuss matters with a company's attorney is quite precarious. However, we must keep in mind that there is a fundamental difference between an attorney simply making the decision to transition service or an attorney providing legal representation to a company and, in doing so, extracting information from a sales/winback rep.

That being said, an attorney getting on the line when *that* attorney was not the original contact, is a pretty clear indicator that Winback activity should be halted. To do so would be in accord with policy of other departments such as Customer Care and Accounts Receivable which are generally pretty good at forwarding accounts to legal when it appears that attorney involvement or regulatory agency involvement is imminent.

Although somewhat questionable and somewhat unsavory, the remaining conduct does not raise issues of unmanageable liability. Answering the question as to whether or not the conduct in question rises to an actionable fraud would require quite a few pages. However, if a customer indicates they prefer to be part of a conference call facilitating the switch, that is what should be done. These remaining issues speak to credibility and customers should be entitled to facts as to what department they are dealing with and the status of their account. I see no benefit to conducting business otherwise.

Ray

-----Original Message-----

**From:** David Martinez  
**Sent:** Thursday, April 18, 2002 9:32 AM  
**To:** Regla Megret; Daniel Holloway  
**Cc:** Matthew Manigold; Sonia Schaad; Rune Johnson; Bob Faulkner; Raymond Perea  
**Subject:** Re acct Queensland Cotton 7-065524

This is a deal that is marked saved by Marsha Gibbs on 4-17-02. Here's the breakdown.

<< File: Shortcut to Gibbs.lnk >>

Marsha starts this call out perfectly. She tells the DM that "there are some lines still billing with us." This is correct per one plus. The DM is not sure if they are switching the service or not. Marsha pushes the LOA. The DM initially sounds perceptive and cooperative. At 6:14 the DM mentions he wants to get the company attorney involved. At 6:52 Marsha tells the DM that she is *"calling you from our cancel operations department, I'm the directing manager here..."* and goes on to say that *"My function here is mainly to make sure that accounts are canceled..."*

*At 7:13 Marsha tells the DM that "Every line that you have us billing with us... last call date is just within the hour..."* This is not accurate per OnePlus. This call was made on 4-17-02 and no calls, from any of the numbers are reflecting a call made on that day.

Later in the call the DM puts on, who I assume to be the attorney, DM William. She begins to explain the entire winback process to the new DM. At 17:02 she tells the new DM that she works *"in the Quality Assurance department."* She attempts to get CAC approval but the DM wants to get the conference call.

**Questions:**

1. Is our company liable with Marsha telling the DM that we still show lines trafficking within the last hour? This is not accurate per one plus.
2. Are WB reps allowed to identify themselves with the *Cancel Operations Department*? Their main function is to cancel accounts?!
3. In the event the customer refuses the CAC and wants to be involved with the conference call, what happens if we later find out there is no need for the conference call and we push the deal?
4. In this case, it is assumed that the company's Attorney gets on line with Marsha. What procedures, if any, are in place should an attorney get on the line with our WB reps?

Please advise...

DM

Thanks,  
DM

# Attachment

## R



## Satisfaction Guarantee

If at any moment, you are not totally satisfied with any aspect of CierraCom Systems service, we will coordinate your return to your previous long distance provider and pay your PIC change fee.

## Letter of Authorization

This enrollment form is not a term plan or contract commitment; undersigned may request service cancellation during any invoice period. By signing below, Customer selects CIERRACOM SYSTEMS or its affiliates as its preferred carrier for all interstate (long distance) calls. Customer also selects CIERRACOM SYSTEMS or its affiliates as its preferred carrier for all intrastate (local toll) calls. Customer appoints CIERRACOM SYSTEMS to be its agent to make these changes from its current carrier. Customer understands that it has the right to obtain these services individually, that only one preferred carrier may be selected for each telephone number and that it may contact CIERRACOM SYSTEMS if its local telephone company charges a fee for this change. Complete terms of service and rates are set out in the tariff on file with the FCC and state commissions. Modifications to tariff plan not accepted by carrier. Accounts billed in cents per call units. Per call non-usage charges apply. Details of call units and charges are contained in CIERRACOM SYSTEMS Welcome Package available anytime by calling 877-932-8568. Undersigned further authorizes CIERRACOM SYSTEMS and any LEC to remove any PIC freezes on our account and to verbally PIC our lines to CIC code assigned by CIERRACOM SYSTEMS. Customer accepts binding dispute arbitration procedures.

If 800 service is requested: The undersigned also appoints CIERRACOM SYSTEMS as Customer's Agent with authority (WRC01) to select a Responsible Organization ("RESPORG") for the management and administration of 800 data base records of customer with respect to the 800 numbers listed below. RESPOG ID# WLD01/SSS.

X Company Billing Name: Appeal Inc

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Main Billing Number: \_\_\_\_\_ 800/888 Number: 800-848-7184

Additional Numbers: See Attached 888-225-6878  
770-441-2901

Print Name: \_\_\_\_\_ Date: 3-7-02

Social Security Number (Optional): \_\_\_\_\_

Signature: [Signature]

Account Executive:

Name: Lesley Dept#: OP

APPEAL INSURANCE AGENCY, INC.

P.O. BOX 920666

NORCROSS, GEORGIA 30090

(770)416-0975 \* (770)416-1080 FAX

Date: 3-7-02

Attn: Lesley Dicus  
Cicarracum

From: Jack Kill

Subject: 800-848-7184


888-225-6878

770-441-2901

To Keep My Service Running Until AT&T

Takes The Subject Lines.

I am writing this letter & signing the  
Letter of Authorization because I have been  
told these numbers will be shut off  
today.

Sincerely  
 Jack Kill

To: JACK

Date: March 07, 2002

Phone: 770-416-0975

From: LESLEY CCS

Fax: 770-416-1080

☐ Urgent    ☒ For Your Review    ☐ Reply ASAP    ☐ Please Comment

---

# CIERRACOM SYSTEMS

MORE THAN JUST A VOICE ON THE PHONE

PHONE 877-932-6219

FAX 877-932-6211

## Satisfaction Guarantee

If at any moment, you are not totally satisfied with any aspect of CierraCom Systems service, we will coordinate your return to your previous long distance provider and pay your PIC change fee.

## Letter of Authorization

This enrollment form is not a term plan or contract commitment; undersigned may request service cancellation during any invoice period. By signing below, Customer selects CIERRACOM SYSTEMS or its affiliates as its preferred carrier for all Interstate (long distance) calls. Customer also selects CIERRACOM SYSTEMS or its affiliates as its preferred carrier for all Instate (local toll) calls. Customer appoints CIERRACOM SYSTEMS to be its agent to make these changes from its current carrier. Customer understands that they have the right to obtain these services individually and that only one preferred carrier may be selected for each telephone number. Complete terms of service and rates are set out in the tariff on file with the FCC and state commissions. Modifications to tariff plan not accepted by carrier. Accounts billed in cents per call units. Per call non-usage charges apply. Details of call units and charges are contained in CIERRACOM SYSTEMS Welcome Package available anytime by calling 877-932-8568. Undersigned further authorizes CIERRACOM SYSTEMS and any LEC to remove any PIC freezes on our account and to verbally PIC our lines to C.C. code assigned by CIERRACOM SYSTEMS. By accepting service from CierraCom, Customer agrees to the "Terms and Conditions of Service" incorporated here by reference and posted at [www.cierracom.com](http://www.cierracom.com). Customer accepts binding dispute arbitration procedures.

If 800 service is requested: The undersigned also appoints CIERRACOM SYSTEMS as Customer's Agent with authority (NRC01) to select a Responsible Organization ("RESPORG") for the management and administration of 800 data base records of customer with respect to the 800 numbers listed below. RESPORG ID# WIL01/555.

Company Billing Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Main Billing Number: \_\_\_\_\_ 800/888 Number \_\_\_\_\_

Additional Numbers: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Social Security Number (Optional): \_\_\_\_\_

Signature: \_\_\_\_\_

Account Executive:

Name: \_\_\_\_\_ Dept#: \_\_\_\_\_

WIL01/555

PHONE 877-932-6219

FAX 877-932-6211

## Satisfaction Guarantee

If at any moment, you are not totally satisfied with any aspect of CierraCom Systems service, we will coordinate your return to your previous long distance provider and pay your PIC change fee.

## Letter of Authorization

This enrollment form is not a term plan or contract commitment; undersigned may request service cancellation during any invoice period. By signing below, Customer selects CIERRACOM SYSTEMS or its affiliates as its preferred carrier for all Interstate (long distance) calls. Customer also selects CIERRACOM SYSTEMS or its affiliates as its preferred carrier for all Intrastate (local toll) calls. Customer appoints CIERRACOM SYSTEMS to be its agent to make these changes from its current carrier. Customer understands that they have the right to obtain these services individually and that only one preferred carrier may be selected for each telephone number. Complete terms of service and rates are set out in the tariff on file with the FCC and state commissions. Modifications to tariff plan not accepted by carrier. Accounts billed in cents per call units. Per call non-usage charges apply. Details of call units and charges are contained in CIERRACOM SYSTEMS Welcome Package available anytime by calling 877-932-6568. Undersigned further authorizes CIERRACOM SYSTEMS and any LEC to remove any PIC freezes on our account and to verify PIC number to CIC code assigned by CIERRACOM SYSTEMS. By accepting service from CierraCom, Customer agrees to the Terms and Conditions of Service incorporated here by reference and posted at [www.cierracom.com](http://www.cierracom.com). Customer accepts binding dispute arbitration procedures.

If 800 service is requested, The undersigned also appoints CIERRACOM SYSTEMS as Customer's Agent with authority (NRO) to select a Responsible Organization ("RESPORG") for the management and administration of 800 toll free records of customer with respect to the 800 numbers listed below. RESPORG ID# WIL01/555

Company Billing Name

App - 1 Inc

Address:

City, State, Zip

Main Billing Number:

ECG BSE Number

800-848-7184888-225-6878770-441-2901

Additional Numbers

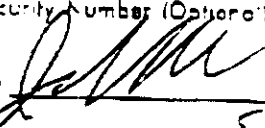
Print Name

Date

3/7/02

Social Security Number (Optional)

Signature



Account Executive:

See Attached Letter

Name:

Dept#:

# Attachment

# S

# CIERRACOM

## SYSTEMS

MORE THAN JUST A VOICE ON THE PHONE

PHONE: 877-932-6210

FAX: 877-932-6213

To: Jack Hill

Date: October 15, 2001

Phone: 770-416-0975

From: Jennifer Hubbard

Fax: 770-416-1080

☐ Urgent ☒ For Your Review

☐ Reply ASAP

☐ Please Comment

**➤ Every 4th Invoice Free**

Free invoice credit based on average long distance charges of your previous 3 Invoices.\*

**➤ First Two Long Distance Bills Covered**

Through our prepaid calling card program.\*

**➤ Satisfaction Guarantee**

- If your not 100% satisfied with any aspect of our service we will pay & coordinate your return to your previous carrier.... Guaranteed!

**➤ No Term Plans**

- CIERRACOM customers can cancel at any time

**➤ Worldwide Fiber Optic Network**

- Utilizing the MCI WorldCom Network

**➤ Customized Billing Options**

\*Prepaid calling cards issued in the amount of estimated billing of first and second invoice. "Free Invoice" eligibility terms apply, including consecutive months of service. Customers must confirm "Every 4th Invoice Free" selection by calling 877-932-7959 after service initiation. Free invoice credit based upon average actual long distance charges of previous 3 invoices. Free Invoice Credit not to exceed current long distance charges of invoice subject to promotion. Delinquent accounts not eligible for prepaid calling cards or free invoice credit.



## Headquarters / Branch Billing

This feature allows a company to track the calling of all its sublocations. A headquarters may choose to retrieve and pay the bill, which would contain the charges and call detail of all sublocations. Or, if it is preferred, a headquarters can choose to receive only a summary statement of its sublocations, with the sublocations being billed independently for their calls.

## Combined Billing

Combined all sublocations on one invoice that is sent to headquarters. For ease of payment, multiple businesses with the same address may be combined on one bill.

## Billing Options

- ▶ Calls by time of day
- ▶ Total usage by outgoing phone number.
- ▶ Area code summary for each area code called.
- ▶ Long duration call summary with threshold activation.
- ▶ Frequently called phone number with threshold activation.
- ▶ Frequently called city summary with threshold activation.
- ▶ Day of month summary by call type showing day and date.
- ▶ Time of day summary by call type.
- ▶ Diskette billing, Dbase or ASCII formatting.
- ▶ Call detail by:
  - Outgoing phone number
  - Account code (name code, # code)
  - Time or State
- ▶ Calling card detail.
- ▶ Account code summary.

## Referral Program

Earn free long distance by referring  
your business associates.

**You receive a credit equaling  
10% of the Estimated Usage of  
all Referred Customers\* up to  
\$500 per referred customer.**

Put your CIERRACOM SYSTEMS Consultant to work for you  
and your business - for FREE.

Please list your referrals and fax to 877-932-6216.

|              |                |              |
|--------------|----------------|--------------|
| COMPANY NAME | CONTACT PERSON | PHONE NUMBER |
| COMPANY NAME | CONTACT PERSON | PHONE NUMBER |
| COMPANY NAME | CONTACT PERSON | PHONE NUMBER |
| COMPANY NAME | CONTACT PERSON | PHONE NUMBER |
| COMPANY NAME | CONTACT PERSON | PHONE NUMBER |

MY CIERRACOM SYSTEMS ACCOUNT NUMBER IS: \_\_\_\_\_

\*Pre-paid calling earned upon actual sign-on of referred customer. Estimated usage includes long distance usage charges only. CierraCom reserves the right to reject any orders. Standard tariff provisions, tariff revisions and eligibility terms under the CierraCom Systems plan on file with the FCC apply.

## TERMS AND CONDITIONS OF SERVICE

Thank you for choosing service from **CierraCom Systems (CierraCom)**. All services provided to You, our Customer, by Us, CierraCom, are subject to the terms below, to additional terms incorporated here by reference and to any and all terms applied by tariffs on file and in effect. The terms below, the referenced terms and tariffs, where applicable, control all aspects of Our relationship for Services provided, including, but not limited to, interstate, intrastate, international, calling card and enhanced services and rates, billings and charges, rate structure, starting and ending service, privacy and confidentiality, early termination fees (if applicable), limitations of liability and warranty, and resolution of disputes by arbitration. In addition to the terms below, there are general terms and conditions, as well as specific terms for Your Service Plan, posted on Our website at [www.CierraCom.com](http://www.CierraCom.com); these terms are incorporated into this Agreement and also apply to You. Please call 1-877-932-8568 if you would like further information.

**Services.** Depending on Your selected Service Plan, CierraCom may provide international, state-to-state and in-state long distance, local toll, toll-free access and calling card services. Originating availability varies by service type.

**Billing and Payment.** Service and billing is provided on a monthly basis. All amounts due must be paid by the date stated on Your invoice. Service may continue to be provided until thirty days after Our receipt of a request from You for the discontinuation of Your Service, unless other restrictions apply. You agree to notify Us in advance if You cancel service. You are responsible for making arrangements with other carriers to transition Your services at time of cancellation. CierraCom may cancel service as set out in Your Service Plan and in the general terms referenced in this Agreement. A surcharge, the Interstate Telecommunications Surcharge ("ITUS") applies to Customers who receive management call detail with each monthly invoice.

**SERVICE AND TARIFFS ARE BASED UPON A RATE STRUCTURE THAT INCORPORATES NON-TRANSPORT COSTS OF SERVICE ACROSS TOTAL CALL DURATION. THE COMMON PRICING COMPONENT IN THIS RATE STRUCTURE IS THE CALL UNIT AND ALL RATES ARE IN CENTS PER CALL UNIT (CPCU) VERSUS CENTS PER MINUTE. TO ILLUSTRATE, THE FIRST MINUTE OF A CALL IS TWO AND ONE-HALF CALL UNITS. EACH OF THE NEXT NINETEEN MINUTES IS TWO CALL UNITS AND EACH MINUTE BEYOND TWENTY MINUTES IS ONE CALL UNIT. FOR DETAILS, CALL TOLL-FREE 1-877-932-8568**

**Rates and Service Plan Information.** Your Service Plan rates and other charges, terms and conditions are posted at [www.CierraCom.com](http://www.CierraCom.com) and are also available for review at 4380 Boulder Highway, Las Vegas, NV 89121. You may call toll-free 1-877-932-8568 for additional information. We may change Your Service Plan in accordance with the these Terms and Your Service Plan posted at [www.CierraCom.com](http://www.CierraCom.com). **YOU ARE NOT BOUND BY A TERM PLAN COMMITMENT. YOU MAY REQUEST CANCELLATION AT ANY TIME BUT YOU MUST FOLLOW THE PROCEDURES IN THE BILLING AND PAYMENT PROVISIONS OF THIS AGREEMENT.**

**"Every 4<sup>th</sup> Invoice" Loyalty Credit Offerings:** You may receive a credit equal to your average actual long distance charges on your previous 3 invoices. Enrollment is required by calling 877-932-7958 after your service initiation and prior to your first 4<sup>th</sup> invoice and thereafter prior to each subsequent 4<sup>th</sup> invoice. Delinquent accounts are not eligible for "4<sup>th</sup> invoice" credits. Credit shall not exceed current long distance charges of invoice receiving invoice credit. Other credits may apply per your Plan details.

**Charges.** You are responsible for paying all charges to Your Account, including but not limited to: access, long distance, local and local toll access, directory and operator assistance charges, airtime, monthly recurring charges, and any taxes (state, local and federal), surcharges, fees, assessments, or recoveries determined by Us to be imposed on You or Us as result of use of the Service on Your account or the purchase of goods, including but not limited to: gross receipts taxes, sales taxes and municipal utilities taxes.

**Indemnification.** YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS AND ANY OTHER RELATED SERVICE PROVIDER, HARMLESS FROM THIRD PARTY CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR OUR PROMISES OR STATEMENTS MADE IN IT AND USE OF THE EQUIPMENT OR SERVICE UNLESS DUE TO OUR GROSS NEGLIGENCE. YOU ALSO AGREE TO PAY OUR REASONABLE ATTORNEYS' AND EXPERT WITNESS' FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT THROUGH APPEAL, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT. IT IS YOUR RESPONSIBILITY TO CONFORM TO ALL LAWS OR REGULATIONS GOVERNING YOUR USE OF OUR SERVICES AND YOU WILL INDEMNIFY US FROM CLAIMS ARISING FROM ANY SUCH USE WHETHER LAWFUL OR NOT. THIS PARAGRAPH WILL SURVIVE TERMINATION OF THIS AGREEMENT.

**Use of Service.** You agree not to use the Service for any unlawful or abusive purpose or in any way that damages Our property or interferes with or disrupts Our system or other users or that is in any way unlawful, fraudulent or abusive. If You use Toll Free Access Service (TFAS), You are responsible for payment for all calls placed to or via Your 800/888 or other Toll Free Service numbers.

**Resolution of Disputes/Arbitration.** Both CierraCom and You agree to use reasonable, good faith efforts to first resolve any dispute that may arise, without resort to litigation. Any invoice not disputed or otherwise contested within sixty (60) days of Our mailing to You is deemed correct and is binding on You. You are required to pay the undisputed portion of the invoice in its entirety. If You object to any of the charges on Your invoice, or if You are sending Us a payment in full of any amounts that have been in dispute, You must (i) notify Us in writing at the address on your invoice, (ii) mark the outside of the envelope "Billing Dispute", and (iii) send it to Us at Our address provided on the invoice. You may also contact Our Customer Service at 1-877-932-7959. If You do not meet these requirements completely, You will waive any objection. ALL DISPUTES THAT CANNOT BE RESOLVED BETWEEN US WILL BE SUBJECT TO BINDING ARBITRATION PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION WITH ARBITRATION TO OCCUR IN LAS VEGAS, NEVADA. THE PARTIES AGREE THAT THEIR DISPUTES WILL BE RESOLVED INDIVIDUALLY AND SHALL NOT BE ADJUDICATED ON A CONSOLIDATED OR CLASS BASIS. The arbitrator(s) shall apply the law of Nevada and may award declaratory relief, preliminary and permanent injunctive relief, and compensatory damages, so long as consistent with the terms of this Agreement. The Parties further agree to waive, to the fullest extent permitted by law, any claim for incidental, consequential, or punitive damages. To the extent applicable law prohibits the waiver of such damages and if an arbitrator decides to award such damages, damages shall be limited to the total amount of service charges You have paid.

**Customer Service.** If You are having a Service or billing problem or inquiry, You can contact Us at the phone number located on Your bill or You can call Our Customer Service Department by dialing Toll Free 1-877-932-7958.

The foregoing explains our respective legal rights concerning all aspects of Our relationship for telecommunications services, including: billing and charges, starting and ending service, privacy and confidentiality, limitations of liability and warranty, and resolution of disputes by arbitration.

**Unauthorized Usage.** If Your Service is fraudulently used, You must immediately notify Us and provide Us with the documentation and information We request (including affidavits and police reports). You are responsible for all charges made to Your Account, until You notify Us of the unauthorized usage and provide the full details as requested.

**Availability/Interruption.** We do not warrant or represent that the Service will operate without interruption or that it will operate continuously. The Service We offer is subject to necessary facilities and equipment being available from other carriers. We may have to make operational adjustments such as change the code or phone number assigned to or used by You or the technical specifications of the Service, or interrupt the Service to perform tests and inspections or for operational or emergency reasons, or to install equipment, or provide information We view as necessary for health or safety, or concerning the quality of the Services We provide.

**Limitation of Liability.** OUR LIABILITY AND THE LIABILITY OF ANY OF OUR UNDERLYING CARRIERS FOR ANY FAILURE OR MISTAKE WILL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. WE ARE NOT LIABLE FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE SERVICES AND FACILITIES FURNISHED BY CIERRACOM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT THIS AGREEMENT AND ITS TERMS CONTROL AND THAT NO DIFFERENT OR ADDITIONAL TERMS MAY BE MADE BETWEEN YOU AND ANY CIERRACOM AGENT OR REPRESENTATIVE. THIS PARAGRAPH WILL SURVIVE TERMINATION OF THIS AGREEMENT.

# Attachment

# T

# CHICAGO TITLE INSURANCE COMPANY

75 FEDERAL STREET, SUITE 410, BOSTON, MASSACHUSETTS 02110  
(617) 210-0750 FAX (617) 210-0777



JEFFREY B. PALLIN  
RESIDENT VICE PRESIDENT  
NORTHERN NEW ENGLAND AREA MANAGER  
EMAIL: pallinjb@citi.com

Affinity Network, Inc.  
P.O. Box 22021  
Tulsa, Oklahoma 74121

March 5, 2003

To whom it may concern:

Please accept this written notification that effective April 1, 2003 I want the arrangement between the Chicago Title Insurance Co. office in Bedford, New Hampshire and Affinity Network, Inc. terminated. The number for this account is 700034-2581-0000. After that date I will no longer pay your invoices for long distance service provided by LDExchange, a sister company of Chicago Title Insurance Company. I have enclosed payment for the invoice dated 1/18/03 and am requesting a final bill be sent no later than April 7, 2003.

Thank You,

Jeffrey B. Pallin, Vice President  
Northern New England Area Manager  
Chicago Title Insurance Co.  
75 Federal Street Suite 410  
Boston, MA 02110  
(617) 210-0750

cc: Federal Communications Commission  
LDExchange

# Attachment

## U

October 2, 2002

CierraCom  
Attn: Legal Dept  
P.O. Box 21261  
Tulsa, OK 74121

To Whom It May Concern:

This letter is in reference to the monthly bill I have received dated 09/18/02. I have switched phone carriers from Cierracom to Ameritech in May. In June and August you have stolen it back. I wish to disconnect from Cierracom. These calls on the 09-18-02 bill are not to be billed thru Cierracom. Therefore I am not paying this bill. In addition, this is the 2<sup>nd</sup> time I have contacted the FCC regarding your company. A copy of this letter is also being sent to the FCC.

Please cancel us from your service.

Tina Rand,  
President

  
Cc: FCC



Please write your account number  
700060-9068-0000 on your check  
Invoice Date: 09/18/02  
Due Date: Upon Receipt  
Make checks payable to:  
CIERRACOM

AMOUNT ENCLOSED: \_\_\_\_\_

Remit to: CIERRACOM  
PO BOX 21261  
Tulsa, OK 74121

0000700060906800003187850209186

PLEASE DETACH AND RETURN THE ABOVE PORTION WITH YOUR REMITTANCE.

**CIERRACOM**  
SYSTEMS

Account No: 700060-9068-0000  
Invoice Date: 09/18/02  
Due Date: Upon Receipt  
All Service Inquiries: (877) 932-7964

009022633 4.666 1.29

TRI V SERVICES INC  
Attn: Accounts Payable  
6071 18 MILE RD  
STERLING HEIGHTS, MI 48314  
11111111111111111111111111111111

order #  
18811 to switch back  
to Ameritech  
Sandra

It is especially important that you notify us directly at the customer tollfree number listed on your invoice when you wish to modify your long distance service, including adding or deleting lines. For fast, convenient customer service and web based bill payments, you can also visit us at  
[www.customerservicefirst.com](http://www.customerservicefirst.com) <<http://www.customerservicefirst.com>>



# Attachment

## V

October 2 2002

Federal Communications Commission  
Enforcement Bureau  
Attn: Yvonne Hill  
445 12<sup>th</sup> Street S.W.  
Washington, D.C. 20554

Dear Yvonne:

This is the second letter I am writing to you for help with ongoing problems with NOS communication aka Cierracom.

On May 7<sup>th</sup>, Tri V Services switched our local service to Ameritech and our long distance service to Qwest. On June 13<sup>th</sup> Cierracom stole it back. On June 27<sup>th</sup> we attempted to go back to Ameritech. That switch was completed on August 5<sup>th</sup>. Now on August 19<sup>th</sup> Cierracom again took us back. The switch to Ameritech was made on August 26<sup>th</sup>.

I have also received another monthly statement for \$3187.85. I am not going to pay this and am also sending a copy of this letter to Cierracom.

Yvonne, what else can I do to stop this from happening? When they call me they threaten me and tell me they are going to cut off all my phone lines. Any help you can give me would be appreciated.

Thank You,

  
Tina Rand,  
President

Cc: Cierracom

DOCKET NO. 03-96

DOCUMENT OFF-LINE

This page has been substituted for one of the following:

- o This document is confidential (**NOT FOR PUBLIC INSPECTION**)
- o An oversize page or document (such as a map) which was too large to be scanned into the ECFS system.
- o Microfilm, microform, certain photographs or videotape.
- Other materials which, for one reason or another, could not be scanned into the ECFS system.

The actual document, page(s) or materials may be reviewed (**EXCLUDING CONFIDENTIAL DOCUMENTS**) by contacting an Information Technician at the FCC Reference Information Centers) at 445 12<sup>th</sup> Street, SW, Washington, DC, Room CY-A257. Please note the applicable docket or rulemaking number, document type and any other relevant information about the document in order to ensure speedy retrieval by the Information Technician.

|              |             |                                            |                           |
|--------------|-------------|--------------------------------------------|---------------------------|
| Attachment B | Cassette #1 | Marsha Gibbs, Brian Miller                 | Side A & B                |
| Attachment D | Cassette #2 | Marsha Gibbs                               |                           |
| Attachment F | Cassette #3 | Marsha Gibbs                               |                           |
| Attachment H | Cassette #4 | Marsha Gibbs                               | 4/23/2002                 |
| Attachment J | Cassette #5 | Marsha Gibbs, Continued from tape 1        | Side B, Partial Plus More |
| Attachment L | Cassette #6 | Marsha Gibbs                               | 4-22, 4-23, 4/18/2002     |
| Attachment N | Cassette #7 | Tideland Electric, Side A, Conversation #1 |                           |
| Attachment N | Cassette #7 | Tideland Electric, Side B, Conversation #2 |                           |